



INFRASTRUCTURE

MINING & METALS

NUCLEAR, SECURITY & ENVIRONMENTAL

OIL, GAS & CHEMICALS

Robert A. Exton

Supply Chain Management

Technical Qualifications

- Member, Original Lifetime Certified Purchasing Manager, Institute for Supply Management
- Bechtel Certification - Procurement Manager

Education

- BS, Business Administration with Emphasis in General Management, Humboldt State University
- AS, Forestry Science, North Dakota State University

Robert (Bob) Exton, Procurement Operations Manager for nuclear projects, has 37 years of procurement experience working on nuclear, fossil, and telecommunications projects, over half of them in the nuclear power generation industry. Bob has held positions of increasing responsibility in various field procurement managerial positions, including material management and purchasing, contracts and purchases management, and commercial leadership.



Procurement Operations Manager, Nuclear Power

2008–Present: In his current role, Bob is responsible for managing and monitoring procurement operations for all nuclear projects. His main focus the past year has been on setting up and staffing our ongoing nuclear projects in addition to overseeing activities on the other nuclear projects, drawing on past experience, lessons learned, and the Six Sigma philosophy. As an active participant at the Nuclear Energy Institute Manufacturing Outreach Workshops, Bob maintains extensive relationships with the nuclear supplier community.

Program Procurement Manager and Deputy Program Procurement Manager, Cingular Wireless Project and the AWS Project

2002–2008: Bob was responsible for the procurement operations of these telecommunication projects, focusing on Materials Management. He was also responsible for the integration of the AWS project to the Cingular system and for ongoing procurement operations in support of the nationwide build program. This build program included 8 markets with a staff of 20, including material coordinators and a purchasing group.

Proposal Manager, Power Multi-Project Acquisition Group (MPAG)

2000–2002: Bob was involved with all proposal efforts for power projects and was the primary representative on project development teams, providing market knowledge and strategy and ensuring that Procurement supported the development schedule.

MPAG Commercial Lead, Balance of Plant and Electrical

2000–2000: Bob was responsible for managing and coordinating the buying activities in support of the power projects executed from the Bechtel Power Center of Excellence.

Project Procurement Manager, Aleppo, Quezon and Dabhol Projects / Nuclear Operations

1991–2000: Bob was responsible for developing, negotiating, and administering purchase orders and subcontracts for three fossil power projects in the Middle East and Asia. On the Aleppo Project, Bob was responsible for final equipment buyouts, expediting, inspection, traffic and logistics and shipment of remaining equipment and services.

Additionally, Bob was involved in the development of new power plant construction projects. In this Nuclear Operations role, he was responsible for coordinating procurement activities associated with the North Anna Unit 1 SGR, V.C. Summer SGR, and FURNAS project and for the issuance and administration of major lump sum subcontracts.



Senior Contracts/Purchases Supervisor Specialist, Palisades Steam Generator Replacement

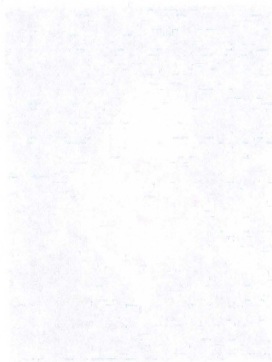
1989-1991: Bob was responsible for negotiating and issuing major lump sum subcontracts and purchase orders.

Contracts/Purchases Supervisor Specialist, Limerick Nuclear Project

1987-1989: Bob was responsible for coordinating purchasing activities, administering assigned blanket orders, and supervising closeout of home office contracts and field purchase orders.

Contracts/Purchases Supervisor/Specialist Buyer/Spare Parts Supervisor/Warehouse Receiving Supervisor, Palo Verde Nuclear Project

1978-1987: Bob was responsible for assisting in forecast planning, conducting training on procedures, and reporting progress to the client and engineering.



From: Adams, Mike A. (BGI)
Sent: Friday, February 20, 2015 8:32 PM
To: Albert, Craig
Cc: Troutman, Tyrone; Tokpinar, Ahmet
Subject: Re: SCANA Meeting [*EXTERNAL*]

Slowly catch the monkey

On 20 Feb 2015, at 21:18, Albert, Craig <[REDACTED]> wrote:

Fyi. I will let you know anything substantive from our discussion.

Sent from my iPad

Begin forwarded message:

From: "Crosby, Michael" <michael.crosby@santeecooper.com>
Date: February 19, 2015 at 12:18:48 PM PST
To: "Albert, Craig ([REDACTED])" <[REDACTED]>
Subject: SCANA Meeting [***EXTERNAL***]

Craig,

Meeting Tue afternoon with Kevin Marsh and Steve Byrne was good ... but fell into the temp. category of lukewarm.

The more we talked ... the more Steve Byrne warmed up to the concept.

Kevin was appreciative of our effort ... but non-committal.

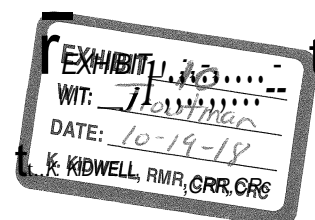
At this point, Lonnie is not concerned about Kevin ... because (per Lonnie) Kevin is often non-committal until he has had a chance to thoroughly read any material being presented.

We left Kevin and Steve copies of the assessment proposal.

Our next step will be to reach out to SCANA next week ... with the goal of getting approval to set-up a meeting between Bechtel, SCANA and Santee Cooper.

In the shorter term ... I recommend you and I set up a call to discuss further ... there are more insights that I can pass along.

Thanks,
Michael



Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone or reply to this e-mail, and delete all copies of this message.

From: Albert, Craig
Sent: Wednesday, August 26, 2015 5:04 PM
To: Troutman, Tyrone
Subject: FW: Item 4 [*EXTERNAL*]

From: Albert, Craig
Sent: Tuesday, August 25, 2015 9:29 AM
To: Carl Rau
Subject: Fwd: Item 4 [*EXTERNAL*]

Carl,
 See below support from Crosby about our plan for the call **today**, and an additional key item for us to be aware.
 Craig

Begin forwarded message:

From: "Crosby, Michael" <michael.crosby@santeecooper.com>
Date: August 25, 2015 at 8:34:03 AM EDT
To: "Albert, Craig" <[REDACTED]>
Subject: RE: Item 4 [*EXTERNAL*]

Perfect

You and Carl need to be aware that both Steve Byrne (SCANA) and Jeff Benjamin (WEC) highly believe the Bechtel Assessment is "all about" and "only about" potential follow-work.

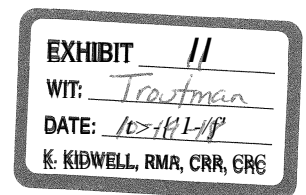
So I would not (at all) be surprised if Byrne(even in his limited communications) with Kevin has not planted this seed.

It's a part of the uphill climb that we are on which will require solid foundation work and examples to reverse out.

Thanks,
 Michael

-----Original Message-----

From: Albert, Craig [mailto:[REDACTED]]
Sent: Tuesday, August 25, 2015 8:05 AM
To: Crosby, Michael
Subject: Re: Item 4



Michael, I completely understand your advice.

I was trying to be as forward leaning and provocative as possible knowing that you would whittle us back to the right place at this time.

Our plan on the call will be to:

- 1) explain at high level why we have a concern;
- 2) update progress made thus far and describe obstacles encountered. We will point out what we

have received and what we ARE able to do with it; what not able to do and why it matters;
 3) Then we will make suggestions. We will gently follow flow of the long email I sent you and follow Kevin's lead and not push unnaturally hard. At minimum, we'd like to get Kevin to agree to continue weekly call and have him agree to advise Westinghouse and CBI executives to take this seriously and that Bechtel's input will be necessary/helpful to **Owners to resolve issues with Consortium**. Also would like Kevin to support a meeting between Bechtel executives and consortium's to improve mutual understanding.

We will be flexible and careful on the call and follow your advice.

Sound about right?

Craig

On Aug 24, 2015, at 9:43 PM, Crosby, Michael
 <michael.crosby@santeecooper.com> wrote:

Craig,

I believe the email approach is too aggressive at this point ... and may even place Bechtel credibility at risk. Let's talk tomorrow if we can ... before noon is best for me ... but I will take your call whenever.

Unfortunately we need to invest a couple of weeks of laying an appropriate foundation with Kevin before launching ... at this point a couple more weeks is immaterial.

We had a Board meeting today ... and received excellent support. We will not be making any decisions regarding the Consortium or the project moving forward without a completed Bechtel Assessment ... Roderick will be hearing that (again) soon ... information will flow to the extent the Consortium has any to offer.

In fairness to Kevin we need to ease him into the pool. This is going to be difficult for him to swallow, digest and then push down into his organization. Lonnie will have to coach and support him as he works through it ... and it will likely require SCANA Board support to execute a big move.

Carl (and you) have excellent rapport with Kevin (my observation). If the call is truly just CEOs ... be bold and begin verbalizing your observations ... provide examples and lay the foundation. Play off of Kevin's tone ... Lonnie will help you.

Let's talk tomorrow.

Michael R. Crosby

iPad

On Aug 24, 2015, at 6:30PM, Albert, Craig

<[REDACTED]> wrote:

Michael,

Below is a draft note regarding a stronger intervention action (item 4). Let me know your thoughts and if you'd like to discuss.

Carl and I appear to have just scheduled a call tomorrow at 4 with CEOs. Too soon to launch this? Perhaps you can advise your thoughts on this and how close we walk up to it in the call.

It's quite aggressive but does stimulate thoughts. Let me know.

Craig

Lonnie, Kevin,

Prior to our first CEO update meeting, we'd like to put a fairly bold action-oriented proposal on the table for discussion and consideration in our meeting.

It is clear that we collectively are not making much progress with regard to the Bechtel assessment. We are now planning a third meeting -- simply to get aligned on the data that we need in order to perform a basic but thorough cost and schedule analysis of the project. We are now being referred directly to Westinghouse, several levels down in their company. Based on this and a number of other observations, we are concerned this indicates some combination of the following:

- Given newly apparent adverse circumstances of both the project and the viability of the consortium, there may be a lack of EPC competence and/or capacity of the owner team to prudently oversee the project going forward without assistance from strong mega nuclear EPC project company.
- Resistance to the assessment itself for variety of possible reasons (e.g. natural self-defense, fear of assessment conclusions, loss of control, concern of Bechtel intentions, belief/hope that Bechtel

involvement will be fleeting/short term like previous 3rd party assessments)

Time is slipping and so we are suggesting an intervention now to help quickly ensure the project and the **Owners' interests are front-and-center. We believe an alternative approach regarding assistance from Bechtel may be in your best interest in order to help implement any project course correction. This may help make the assessment that we both envision possible and position all of us for strong and immediate changes if warranted.**

We have outlined this approach below:

- 1) Scana/SC should engage Bechtel as its owner engineer (OE) and let the consortium members know that our involvement is not short term or superficial. That we will be engaged to support the owners going forward.
- 2) Advise consortium executives that their cooperation and openness with Bechtel is in their best interest because any future contract changes and any future progress payments, must be supported by Bechtel analysis. (We believe that to the extent allowed by contract, you should have much more accurate information regarding engineering, procurement, and construction schedule status as part of a process to resolve any contractual differences with the consortium; and you should ensure you have sufficient quantitative visibility and verification of work performed (e.g. EPC earned value) to justify making further payments.
- 3) Define scope/terms and reporting relationship of Bechtel to support this. At minimum, it should include a contingent of senior large project professionals contractually seconded to the "Owners" management team. We recommend this group be full time dedicated to the project, and report directly to the CEO (allow the current oversight team to support the OE as necessary).
- 4) Scana/SC should encourage and support a Bechtel executive discussion with W and potentially CBI to assure clarity in ongoing project status requirements.
- 5) Continue the effort to obtain the data needed to support the assessment (we would have the 3rd meeting in Cranberry this week.)

We look forward to our meeting to discuss our basis for this proposal.

Regards,

Craig

From: Albert, Craig
 Sent: Monday, August 17, 2015 2:24 AM
 To: Rau, Carl
 Cc: Troutman, Tyrone
 Subject: Re: Crosby Call

Thanks, Carl. Couple other points/color:

- it was very telling based on who from SCANA did NOT come to meeting that the assessment is not being taken seriously. Weak ownership. Weak conviction. Weak appreciation of capital projects.
- Kevin Marsh does not have a team he can count on with the right competence and attitude. Delegating three levels down...through CNO is very indicative. Kevin needs an expert capital project team he can count on to oversee their \$Bs investment.

Craig

Sent from my iPad

On Aug 16, 2015, at 12:10 PM, Rau, Carl <[REDACTED]> wrote:

Craig,

My notes;

Crosby's themes

"Too many cooks in the kitchen", per Crosby, we agreed

SCE&G vs SC plans, expectations and commitment for Bechtel's success in the study and follow on work clearly differ, mainly due to senior leadership differences

Miller/Archie relationship may be problematic, strained by past interactions. I will work.

Rau and Albert show well, we should force more connection with CEOs

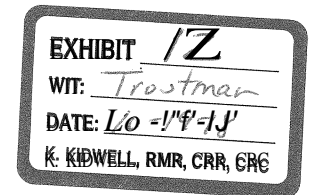
Big Action, undefined but obviously important to the owners, still working, Bechtel assessment of the schedule seems to loom large in that regard

Our Themes

We are not getting the info we need to effectively start the assessment and are concerned we will not get the data. This especially in the area of schedule components required to assess the viability of the to go effort.

Crosby said they are not sure the schedule is fully developed!!!! Probably the case.

Relationships and past action/inaction hampering progress including "friendships SG&E and Consortium members, Archie/Benjamin. Crosby says Benjamin is a blocker and failing to solve engineering issues, obvious



Concern regarding Byrne statement about past efforts which were not even allowed to be delivered. Why was it even said?

We advised a failed meeting on Thursday, Crosby had same feedback. we plan a meeting on Monday to decide support for the potential Thursday **"kickoff" which will depend on schedule data**

Need a "disruptive event", I.E. Bechtel effort under the direct leadership of the CEOs, remove the Operations leadership from the equation.

Next Steps

Crosby to download with LC and get back early next week and advise.

A 2 on 2 call with SC probably next step.

Talk soon,

Carl

PS I will be in the Fredrick office tomorrow morning

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is by and between Bechtel Power Corporation ("Bechtel") and Smith, Currie & Hancock LLP ("SCH"), in connection with the construction of improvements at the V.C. Summer Nuclear Station ("Project"), pursuant to an EPC Agreement dated March 23, 2008 between South Carolina Electric & Gas Company, for its self and as agent for South Carolina Public Service Authority, (jointly referred to as the "Owner"), and a consortium consisting of Westinghouse Electric Company LLC and CB&I Stone & Webster, Inc. (jointly referred to as the "Consortium").

AGREEMENT TERMS AND CONDITIONS

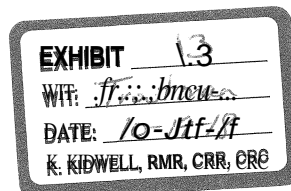
1. Bechtel agrees to provide professional consulting services to SCH in connection with SCH's representation of Owner concerning the Project. The services to be rendered under this Agreement (the "Services") are described on Attachment A to this Agreement. Bechtel will perform the Services with approximately ten senior managers and anticipates completing the Services in approximately eight weeks.

2. SCH agrees to the following terms of compensation for Bechtel's Services:

- Bechtel will be compensated a fixed lump sum fee of \$1 million ("Fee"), which includes all fees, expenses, taxes, insurance, and all other costs.
- 25% of the Fee will be paid by SCH within seven (7) days after the signing of this Agreement, with the balance of the Fee due from SCH upon delivery of the report and recommendations and completion of the Services.

3. All communications related to the Services between Bechtel or any attorney, agent or employee of Bechtel, on the one hand, and any attorney, agent, or employee of SCH or Owner, on the other hand, shall be regarded as confidential and made solely for the purpose of assisting SCH in giving legal advice to Owner. Bechtel shall not disclose to anyone, without written permission from SCH, the nature or content of any such oral or written communication.

4. Bechtel will treat as confidential all work papers, records, samples, or other documents or materials (including computer files of any type) received, collected, or prepared in connection with this Agreement regardless of their nature or whether they were created by Bechtel or others



(~~Confidential Material~~). All Confidential Material will be the property of Owner and will be subject to the unqualified right of Owner's attorneys, SCH, to instruct Bechtel with regard to the possession and control of such Confidential Material, provided that Bechtel will be entitled to retain one archival copy of its own work product for record retention purposes, such copy to be maintained securely and subject to the terms of this Agreement.

No obligation of confidentiality shall apply to any information or material which is:

- a) now generally known or readily available to the trade or public or which becomes so known or readily available without fault of Bechtel; or
- b) rightfully possessed by Bechtel without restriction prior to its disclosure to Bechtel; or
- c) acquired from a third party without restriction, provided that Bechtel does not know, or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by Bechtel that such information was acquired under an obligation of confidentiality; or
- d) legally required to be disclosed; provided that Bechtel uses its reasonable best efforts to notify SCH and Owner of any request or subpoena for the production of any such information and provides SCH and Owner with an opportunity to resist such a request or subpoena.

5. Bechtel understands that SCH and/or Owner may make use of more than one group of expert consultants in connection with the Project and that, if SCH and/or Owner does so, SCH or Owner may share in their sole discretion any work product among the consultants retained, regardless of which consultants may have created the materials. It is agreed that Bechtel is being engaged in anticipation of litigation or other dispute resolution process related to the Project but is not being engaged as a testifying expert. If Bechtel or its personnel become subject to any subpoenas, document requests or similar orders or demands on account of any such dispute resolution process, Bechtel will notify SCH before incurring any costs on account thereof and afford SCH the opportunity to resist such subpoenas, documents requests or similar orders or demands. Any costs incurred by Bechtel after such notice and opportunity to resist will be reimbursed to Bechtel by SCH, separate and apart from the Fee.

6. Bechtel will notify SCH when any of the following occurs:

- (a) the exhibition or surrender of any documents or records created by or submitted to Bechtel in connection with the Services, in any manner not expressly authorized by **SCH**;
- (b) a request by anyone to examine, inspect or copy such documents or records;
- (c) any attempt to serve, or the actual service of any court or agency order, **subpoena or summons** upon Bechtel which requires the production of any such documents or records.

7. If Bechtel receives a subpoena or a document request pursuant to the Federal Rules of Civil Procedure, to other United States federal or state rule or statute, or a court order or rule that appears to call for the disclosure or production of Confidential Material, Bechtel shall preserve and invoke any applicable privilege, immunity or other protection, and shall not voluntarily surrender any Confidential Material without providing, to the extent legally permissible, Owner and SCH a reasonable opportunity also to protect their respective interests in an appropriate court.

8. Upon request, Bechtel will immediately send to SCH any or all copies of work papers, records, samples, or other documents or materials (including computer files of any type) received, collected or prepared in connection with this Agreement regardless of their nature or whether they were created by Bechtel or others, subject to Bechtel's entitlement to retain an archival copy of its work product as provided in paragraph 4 of this Agreement.

9. At the conclusion of Bechtel's work in connection with the Project, all copies of work papers, records, samples or other documents or materials (including computer files of any type) received, collected, or prepared in connection with this Agreement will be destroyed, disposed of, or delivered to SCH, as directed by SCH, subject to Bechtel's entitlement to retain an archival copy of its work product as provided in paragraph 4 of this Agreement.

10. From this point forward, unless otherwise notified in writing by SCH, direction shall be taken from and correspondence shall be addressed and sent to SCH at:

George D. Wenick, Esq.
gdwenick@smithcurrie.com
 Smith, Currie & Hancock LLP

2700 Marquis One Tower
 245 Peachtree Center Avenue, N.E.
 Atlanta, GA 30303-1227

The foregoing is not intended to prevent direct communication between Bechtel and the Owner.

11. Bechtel will submit invoices for services rendered to the attention of SCH at the above address. A copy of each invoice shall be sent simultaneously to Owner at an address to be provided.

12. Bechtel represents that it has investigated possible conflicts of interest and determined that no conflict exists that would impair its ability to perform the Services. As part of Bechtel's conflict analysis, it has determined and represents that none of its employees who will be providing the Services:

- Has received confidential information from Consortium or any other party or entity performing work at the Project.
- Has performed expert work for Consortium or any other party or entity performing work at the Project.
- Has been or is currently employed or engaged as a consultant by Consortium or any other party or entity performing at the Project.

Bechtel agrees to isolate its employees who will be providing the Services, while they are providing the Services, from all other employees who have or had a relationship with the Consortium or any other party or entity performing work at the Project that could create a conflict of interest and to notify SCH immediately if any conflict of interest should arise.

13. Bechtel agrees that information concerning this Project shall be disclosed only to its direct employees, who are also bound by the terms of this Agreement. To the extent that the involvement of additional individuals, who are not employees of SCH and/or Owner, becomes necessary, such persons shall be cleared by SCH, before receiving access to any information regarding the Project. Bechtel further agrees that all such individuals shall agree in writing to be bound by the confidentiality provisions of this Agreement before receiving access to such information.

14. If Bechtel is unable through no fault of its own to complete the Services to be rendered under this Agreement, as described on Attachment A to this Agreement, Bechtel's compensation will be calculated on a percent complete basis, based on the actual number of weeks spent by its personnel in performing under this Agreement (as against the eight (8) week planned

duration) times the amount of the Fee, with such compensation to be no less than the initial amount paid to Bechtel pursuant to paragraph 2 of this Agreement and not to exceed the lump sum Fee mentioned in paragraph 2 of this Agreement.

15. Bechtel and SCH agree that any dispute, controversy or claim arising out of, or relating to, this Agreement or the breach thereof shall be resolved by confidential, binding, and final arbitration between the parties. The arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The seat or place of arbitration shall be in Atlanta, Georgia.

16. This Agreement, and all questions relating to its validity, interpretation, performance and enforcement, is governed by Georgia law without regard to its principles of conflicts of law.

17. Bechtel shall perform the Services in accordance with the standard of skill and care typically exercised by consultants performing services of a similar nature in the nuclear industry. To the maximum extent permitted by applicable law, Bechtel's cumulative aggregate liability arising out of or in connection with this Agreement, from any and all causes, shall not exceed the amount of the Fee. In no event will Bechtel be liable for any special, indirect, incidental, or consequential losses or damages whatsoever arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise.

18. This Agreement constitutes the sole and entire agreement between Bechtel and SCH with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

Signed and agreed to this 6th day of August, 2015.

Bechtel Power Corporation

Smith, Currie & Hancock, LLP

By: 

Name: THOMAS TROUTMAN
Title: PRESIDENT OF BPC

By: 

Name: George D. Warwick
Title: Partner

ATTACHMENT A TO PROFESSIONAL SERVICES AGREEMENT

I. ASSEMENT OBJECTIVES

The objective of Bechtel's assessment is to assist SCH and Owners in better understanding the current status and potential challenges of the Project in anticipation of litigation and also to help ensure the Project is on the most cost efficient trajectory to completion.

Bechtel will assemble a team of senior subject matter experts experienced in the various aspects of nuclear and large scale complex project execution to perform this assessment. Bechtel's team will be supported by the institutional knowledge of Bechtel's 4,400 person strong Nuclear, Safety and Environmental business unit that is the home of Bechtel's full-scope nuclear capabilities - i.e., "cradle to grave" experience from research and development and EPC project execution through commissioning and operations and decommissioning.

Bechtel's team will evaluate the current status and forecasted completion plan through the design, supply chain, and construction aspects of the Project. They will focus on understanding the issues that have caused impacts to date, assessing the effectiveness of the mitigation plans put into place to address those issues, and reviewing the project management tools and work processes being employed to plan and execute the Project, including change management, through completion and turnover of the units.

To accomplish this, Bechtel will leverage the lessons learned from helping owners assess and complete nuclear projects over the last 30 years, including ongoing work on the Watts Bar Unit 2 Completion and Olkiluoto 3 projects. Bechtel's assessment will take place at the Project site, select module fabrication facilities, and the design office, if supported by the Consortium.

II. EXECUTION APPROACH:

A. Data Validation Phase

Initially, a small team of senior Bechtel subject matter experts, experienced in mega-project construction, nuclear new builds, and project management, will seek to gain a better understanding of the current state of the Project. This data validation phase will last approximately one week, will take place at the Project site with Owner's organization and, ideally, include input from both Consortium members. The goal during this phase of the assessment will be for the Bechtel team to better understand the available Project progress data and metrics and see how they compare to Bechtel's project standards (e.g., the level of detail included, who it is produced by, and the frequency with which it is published).

The Bechtel team will also gain insight into the execution control processes and seek to confirm some of the drivers of the current status. This phase would conclude with a validation of the path forward to complete the assessment, including denoting the required level of cooperation necessary by the Consortium to produce the optimal evaluation and recommendations for the assessment.

The following is a list of documents that the **Owner will provide to Bechtel at least one week in advance of Bechtel's initial visit to the Project site:**

- **Owners organization structure that oversees the Project**
- **Consortium organization chart(s) for the Project (down to the department/functional and site leads including field superintendents)**
- **Recent monthly progress report(s)**
- **Documents as listed in Bechtel's emails to SCE&G during June-July 2015 timeframe.**

Bechtel activities during the initial data validation phase will include:

- **Review Project reports and documentation available to Owner, including, but not limited to the following:**
 - **Project execution plans and/or procedures**
 - **Owner and Consortium organizational charts**
 - **Project schedule hierarchy - e.g., milestone management schedule, supported by increasing levels of detailed, integrated EPC schedules**
 - **Monthly progress reports**
 - **Cost and/or schedule forecasts, including staffing projections**
 - **Supply chain information, including module fabrication/production schedules for each facility and quality findings**
 - **Action item/issue management lists**
- **Meet with key Owner personnel to understand the following:**
 - **Discuss the evolution of the Project to date, including impacts and changes**
 - **The current state of relations between Owner and Consortium**
 - **Understand any financing time constraints, lender commitments or lender rights that could influence the path to completion**

- Hold discussions with Consortium to gain an understanding of the challenges facing the Project to date; and what it will take to deliver the Project.
- Discuss options for securing Consortium's cooperation and engagement during completion of the assessment
- Oral report to Owner on progress during this phase and confirmation on the path forward for the remainder of the assessment

B. Site Walk Down

With the completion of the data validation phase, the remainder of the assessment team will mobilize at the Project site. Upon arrival, the Bechtel team will complete the required site access training (as necessary) to reduce the administrative burden on Owner's team during Bechtel's assessment. After completion of training, a kick-off meeting will be held between Owner and Bechtel to ensure alignment of goals and expectations as well as needed support. Following the kickoff meeting, a walk down of the V.C. Summer site including temporary facilities and laydown areas for material and equipment, will be necessary in order for the Bechtel team to gain familiarity with the site layout before beginning the interview process with the Owner team.

C. Leadership Team Interviews

Following the site walk down, the Bechtel team will interview the Owner leadership team members. The list of the leadership team members in question will be provided at the conclusion of the data validation phase. The interviews will take place at the appropriate locations - namely at the Project site, the Consortium's design offices, and the module fabrication facilities. The entire Bechtel team typically participates in each of the interviews, as they are intended to provide the Bechtel team with a broad overview of each function/department and the major issues or concerns for each area. This information will assist the Bechtel team in understanding how the Consortium is organized and managed and in gauging the current EPC culture and potential impacts to the execution approach on the Project.

Armed with this information, the Bechtel team will then focus its efforts on specific areas of concern during the functional breakout sessions. Should the Consortium choose to participate, the Bechtel team will perform this same process with the Consortium's leadership team, which will also help assess the leadership organization and its effectiveness.

D. Functional Breakout Sessions

With the completion of the leadership interviews, the Bechtel team will proceed to the functional breakout sessions. During this period, the Bechtel team will break out by their assigned functional area and work directly with Owner's and Consortium's team managers responsible for their respective functions. The Bechtel team will focus on a review of the various tools, documents, and reports and their ability to support the efficient and timely planning, management and completion of the Project. Because the Bechtel team members have cross-functional experience and expertise, it may become necessary for short periods of time for Bechtel team members working in other areas to temporarily redirect their efforts to specific issues as appropriate. This team will focus not only on the nuclear island progress, but also on the status of the balance of plant (BOP) engineering, procurement and construction effort to ensure "off-critical path" work is receiving the proper attention required to support the completion plan.

E. Final Report

The completion of the assessment will take approximately seven weeks following the initial data validation phase. The Bechtel Team will then provide its report orally or in writing, as the Owner's option. Following the Owner's receipt of this report, Bechtel will meet with the Owner's team to discuss any questions the Owner may have. Within one week of Owner's receipt of the report, the Owner will issue a notice to Bechtel either confirming that the Services have been completed in accordance with the Agreement or identifying the specific services which the Owner believes remain to be performed in order for the Services to be completed in accordance with the Agreement.

F. Key Team Members

An indicative list of the senior Bechtel subject matter experts expected to be used for the assessment team is set out below:

- Carl Rau - Executive Management
- Dick Miller - Project Management and Site Team Leader
- Mike Robinson, George Spindle, and Greg Corbett Construction
- Jason Moore - Project Controls
- Ed Sherow - Design Engineering
- Steve Routh - Licensing
- Bob Exton - Supply Chain Management
- Vic Chrjapin, Quality

Bechtel will also use such additional personnel as may be necessary to complete the assessment.



INFRASTRUCTURE

MINING & METALS

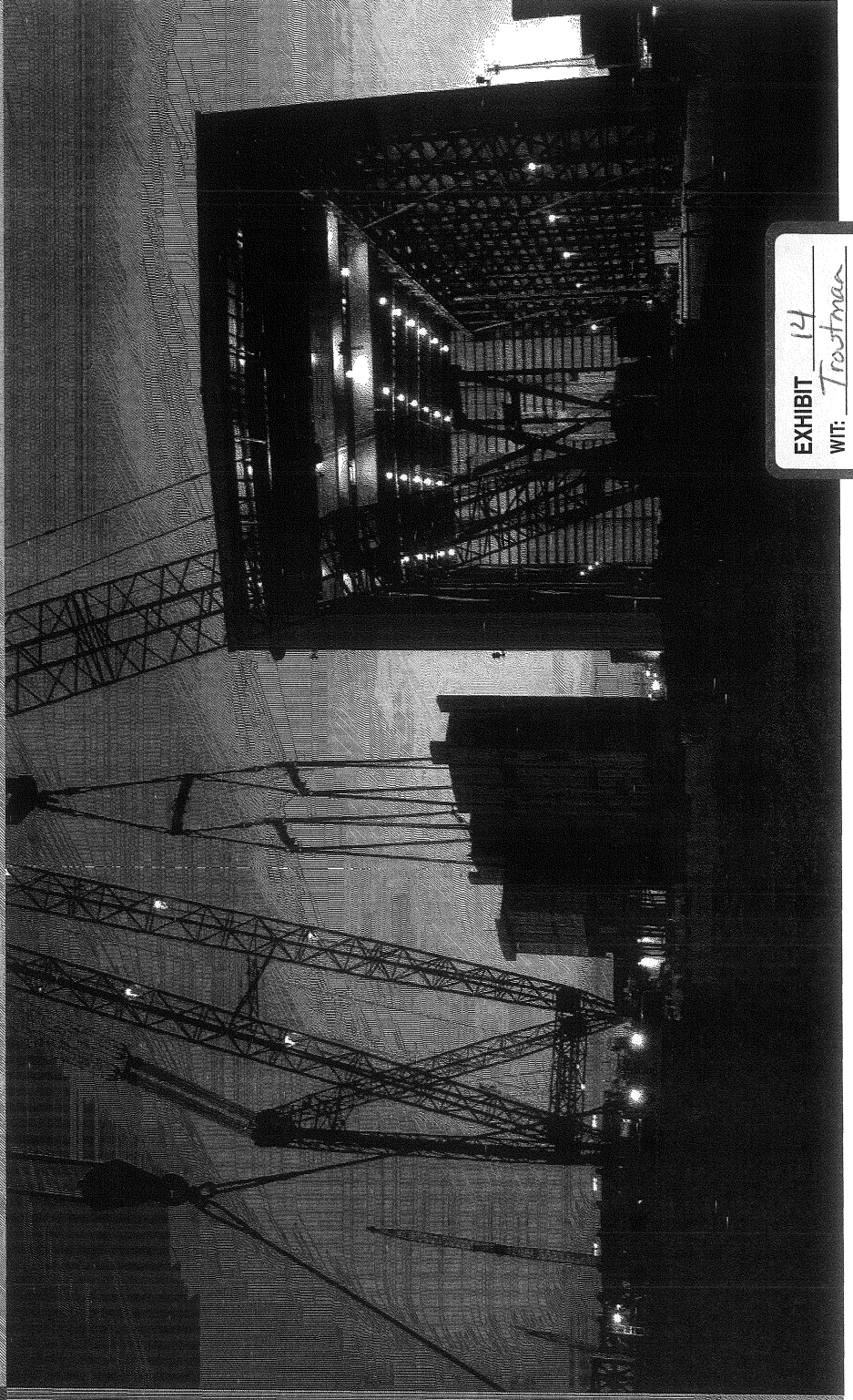
NUCLEAR, SECURITY & ENVIRONMENTAL

OIL & GAS & CHEMICALS

DRAFT

V.C. Summer Nuclear Generating Station Units 2 & 3 Preliminary Results of Bechtel Assessment

October 22, 2015 Presentation to SCE&G and Santee Cooper



Strictly Confidential to
SCE&G and SCP&A

EXHIBIT 14
WIT: Trotman
DATE: 10-19-18

Agenda

DRAFT

- Overview
- Introduction
- Assessment Timeline
- Assessment Scope
- Bechtel Assessment Team
- Project Management
- Engineering & Licensing
- Procurement
- Construction
- Start-Up
- Project Controls
 - Schedule Assessment
- Preliminary Conclusions